



## Broadband VI, LLC Open Internet Policy

As of August 28, 2020

Broadband VI, LLC (“Broadband VI”, “we,” “our,” or “us”) is committed to an open Internet and supports the following Net Neutrality principles:

- Transparency
- NO Blocking of Internet content, subject to reasonable network management as described below
- NO Throttling of Internet content, subject to reasonable network management as described below
- NO Unreasonable Discrimination
- NO Paid Prioritization of Internet content
- Freedom of Subscribers to access lawful content
- Freedom of Subscribers to use non-harmful applications of their choice
- Freedom of Subscribers to attach non-harmful personal devices

This Open Internet Policy sets forth certain information regarding the policies and practices of Broadband VI and how we manage our network for broadband internet access service (the “Broadband VI Network”). This Open Internet Policy is a supplement to and is incorporated by reference in our Master Service Agreement (or Internet Service Contract, for contracts executed before August 28, 2020) (collectively “Service Agreement”) (available at: <https://broadband.vi/MSA>, and in the event of any inconsistency between this Open Internet Policy and the Service Agreement, this Open Internet Policy shall control.

Broadband VI’s broadband access service is primarily a fixed wireless service (“Service”). Generally, given the nature of fixed wireless services, certain circumstances may affect the speed and quality of the Service, including but not limited to foliage, line-of-sight obstructions, the distance between a Subscriber’s premises and the transmission point, as well as the Subscriber’s connection of multiple devices to the Broadband VI Network. Although we have engineered the Broadband VI Network to provide consistent high-speed data services, some network management for these scenarios is required, because very heavy data usage by even a few Subscribers at times and places of competing network demands can affect the performance of all Subscribers.

### I. NETWORK MANAGEMENT PRACTICES

- A. **Blocking:** Other than reasonable network management practices disclosed below, we do not block or otherwise prevent a Subscriber from lawful content.

- B. Throttling: Other than reasonable network management practices disclosed below, we do not throttle or otherwise degrade or impair access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device.
- C. Affiliated Prioritization: We do not directly or indirectly favor some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit any of our affiliates, defined as an entity that controls, is controlled by, or is under common control with Broadband VI.
- D. Paid Prioritization: We do not directly or indirectly favor some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, in exchange for consideration, monetary or otherwise.
- E. Congestion Management: Our Service is provided on a “best efforts” basis and our congestion management practices are in place to ensure that all Subscribers experience as high quality a service under varying usage periods. Our typical frequency of congestion is estimated at less than five percent (5%). Subscribers select how much high-speed data they receive under a designated Service plan; the specific Service plan is set forth in the COS. If a Subscriber exceeds his/her/its selected high-speed allotment during a service cycle, we may reduce the Subscriber’s data speed for the remainder of that service cycle. We do not impose any additional usage limits for the Service. In a manner consistent with our Service Agreement and Privacy Policy, we may monitor network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance the Broadband VI Network. To help manage traffic on the Broadband VI Network, during times of high demand, we may allocate available bandwidth among Subscribers on an equal basis, by account level. In addition, we may prioritize certain applications, such as public safety and voice, over other traffic types.
  - i. We may also use specific traffic shaping software in order to optimize the flow of traffic through our network.
  - ii. We may also conduct deep packet inspection (“DPI”), which is a type of filtering that will examine the data and/or header part of Internet traffic for viruses, spam, intrusions, or protocol non-compliance that may harm the Broadband VI Network; to determine the routing of Internet traffic; for internal statistical and performance purposes; for lawful intercept capabilities, and/or enforcement of our Service Agreement. We do not use DPI to conduct data mining for targeted marketing or advertising, or anti-competitive purposes.

- iii. If we determine, in our sole and reasonable discretion, that the manner in which a Subscriber is using the Service negatively impacts other Subscribers or the Broadband VI Network, we reserve the right to apply additional congestion management techniques.
- F. Application-Specific Behavior: Subject to the qualification that Broadband VI may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, Broadband VI generally treats all lawful applications identically. However, we reserve the right to block or limit access to any applications, ports or protocols that we determine, in our sole and reasonable discretion, may expose the Broadband VI Network to potential legal liability, harm the Broadband VI Network or otherwise interfere with or impair the experience of other Subscribers on the Broadband VI Network. The Broadband VI Network may also not support certain high-bandwidth video and voice applications, or peer-to-peer applications that carry unlawful or harmful content/software.
- G. Device Attachment Rules: Generally, you do not need approval to connect a third-party device to the Broadband VI Network. Broadband VI does not limit the types of devices that can be connected to the Broadband VI Network, provided they are used for lawful purposes and do not harm the Broadband VI Network, violate our Service Agreement, or harm other users of the Network. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to the Broadband VI Network negatively impacts other users or the Broadband VI Network, or may expose us to potential legal liability, we reserve the right to limit or restrict Subscribers' ability to connect such type of device to the Broadband VI Network. If you need technical support services to assist you in the installation and configuration of third party devices, please contact us or visit <https://broadband.vi/report-a-problem/>. Depending on your level of Service and your COS, there may be an additional monthly fee for IT support services.
- H. Security: We have taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the Broadband VI Network. We monitor the Broadband VI Network for security threats and may prohibit certain activity on the Broadband VI Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the Broadband VI Network or to other Subscribers. Triggering conditions include but are not limited to denial of service activity, IP address or port scanning, excessive account login failures; or certain Internet addresses that are disruptive, malicious and typically persistent. If we notice excessive Subscriber connections, including but not limited to Wi-Fi connections, that are harmful or are commonly used to disrupt the normal use of the Broadband VI Network or use by

other Subscribers, we will attempt to notify the Subscriber to work collaboratively to remedy the issue to the extent possible; however, we reserve the right as a reasonable security practice, without advance notice, to block any Subscriber traffic, ports, protocols, devices, or applications (such as peer-to-peer applications that may carry malicious software or are known to be problematic) that we determine, in our sole and reasonable discretion, may cause harm to the Broadband VI Network or to other Subscribers, or may expose us to potential legal liability.

## II. PERFORMANCE CHARACTERISTICS AND COMMERCIAL TERMS

Specific Service fees and rates for an individual Subscriber is set forth in the Subscriber's Confirmation of Sale ("COS"). Various information is also publicized on the Broadband VI Website.

- A. Service Description and Pricing: Links to a current description of the categories of Internet access and voice services offered to residential and business Subscribers are available here, including pricing, expected and actual access speed and latency, and the suitability of the service for real-time applications:

### RESIDENTIAL INTERNET ACCESS

- i. Basic, details available at <https://broadband.vi/residential-plans/>
- ii. Zipline, details available at <https://broadband.vi/residential-plans/>
- iii. Streaming, details available at <https://broadband.vi/residential-plans/>

### BUSINESS INTERNET ACCESS

- i. Silver, details available at <https://broadband.vi/business-plans/>
- ii. Gold, details available at <https://broadband.vi/business-plans/>
- iii. Platinum, details available at <https://broadband.vi/business-plans/>
- iv. Enterprise, details available at <https://broadband.vi/business-plans/>

### CONSUMER LIFELINE SERVICE

- i. Details available at <https://broadband.vi/lifeline-service/>

### RESIDENTIAL VOICE

- i. Details available at <https://broadband.vi/voice>

### BUSINESS VOICE

- i. Details available at <https://broadband.vi/voice>

- B. Impact of Non-Broadband Internet Access Service Data Services (also known as "Specialized Services"): We do not offer data-related Specialized Services to

- Subscribers that will affect the last-mile capacity available for, and the performance of, our broadband Internet access Service offering. However, there may be a temporary slowing of Internet speed during heavy use of commercial and residential videoconferencing services (such as Zoom or Skype) and streaming video services such as Netflix or Prime Video.
- C. Various Fees. We will assess the following fees for our Service, where applicable. Please see our Service Agreements for pricing details.
- i. Installation Fee: up to \$499
  - ii. Public (static) IP address: from \$5/month to \$20/month
  - iii. Equipment Rental/Lease Fee: up to \$20/month
  - iv. Equipment Purchase Fee: up to \$600 for residential customers; up to \$5,000 for commercial customers
  - v. Other Equipment Fee: \$6.99/month
  - vi. Late Fee: \$2
  - vii. Early Termination Fee: amounts remaining due, if any, for the Term, as set forth in the Service Agreement
  - viii. Reconnection Fee for Suspended Service Due to Non-Payment (30 days past due): \$25
  - ix. Reconnection Fee for Terminated Service Due to Non-Payment (90 days past due): \$50
  - x. ACH Overdrawn Check/Returned Check/Non-Payment Fee: \$20
  - xi. Expedited Connection Fee: \$100
  - xii. Service Charge Fee: \$85, plus \$0.90/foot to replace damaged cable
- D. Fees for Additional Services: A current description of the fees for additional network-related services can be found at the links below:
- i. Special non-standard buildout of fiber, wired or wireless infrastructure on premise will be subject to a formal proposal which must be accepted by Subscriber in advance.
- E. Network Speeds: Broadband VI offers a standard range of download speeds to residential Subscribers varying from 6 Mbps to 50 Mbps. The standard range of download speeds for business Subscribers is from 20 Mbps to 1 Gbps. The Broadband VI Network is designed to support these speeds to help ensure that every Subscriber receives the speeds to which they have subscribed. Broadband VI however cannot guarantee speeds at all times, as there are many factors and conditions beyond Broadband VI's control that can affect Internet performance. Some of these external factors and conditions are:
- i. Performance of Subscriber computer and/or router

- ii. Type of connection to Subscriber's own equipment (i.e., Wi-Fi)
- iii. Congestion of websites and services on Internet
- iv. Website or service limiting speeds on the Internet
- v. Internet and equipment performance outside of the Broadband VI Network

The Broadband VI Services are advertised as "up to" certain speeds reflecting performance under ideal conditions. Without purchasing an expensive "dedicated" Internet connection, no Internet Service Provider can guarantee package speeds at all times.

- F. Acceptable Use: As set forth in the Service Agreements, all of Broadband VI's service offerings are subject to the Acceptable Use Policy ("AUP") section of the Service Agreements, which we may from time to time establish or revise. The AUP is available here: <https://broadband.vi/AUP/>
- G. Privacy Policy: Broadband VI's current Privacy Policy is available here: <https://broadband.vi/privacy/>.
- H. Redress Options: Broadband VI endeavors to respond to all Subscriber concerns and complaints in a timely and fair manner. We encourage Subscribers to contact us at 340.719.2943, [complaint@broadband.vi](mailto:complaint@broadband.vi) or <https://broadband.vi/report-a-problem/>, or U.S. postal mail to discuss any complaints or concerns as they arise. Our postal address is PO Box 26304, Christiansted, VI 00824.
- I. Disputes and Arbitration: The Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Subscribers in the event of a dispute.

### III. FCC REQUIREMENTS AND COMPLAINT PROCESS

The Federal Communications Commission ("FCC") has adopted rules to preserve the Internet as an open platform ("Rules"). Information regarding these Rules is available on the FCC's website at: <https://www.fcc.gov/restoring-internet-freedom>

If a Subscriber believes that we are not in compliance with the FCC's rules, the Subscriber may file an informal complaint with the FCC. The FCC urges Subscribers to submit any complaints via its website at the following address: <https://consumercomplaints.fcc.gov/hc/en-us>.

### IV. ADDITIONAL DISCLAIMERS

This Open Internet Policy does not affect, alter or otherwise supersede the legal status of cooperative efforts by Broadband VI that are designed to curtail copyright or trademark infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interests of the company, rights holders, our Subscribers and other end users. Furthermore, this Open Internet Policy does not prohibit us from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content. For additional information, please review the Service Agreement and Privacy Policy.

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